



NATIONAL DEVELOPMENT COMPANY

SUPPLY OF LABOR AND MATERIALS FOR THE PREVENTIVE MAINTENANCE OF VARIOUS PACKAGED-TYPE CENTRALIZED AIRCON UNITS AT THE NATIONAL DEVELOPMENT COMPANY (NDC) AND INVESTMENT AND INDUSTRY (I&I) BUILDING

**PROJECT REFERENCE NO:
MR22-04-050 & MR22-04-051**

**APPROVED BUDGET:
₱ 797,184.00**

NDC Building, 116 Tordesillas Street
Salcedo Village, Makati City

**Sixth Edition
July 2020**



Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID FOR THE PUBLIC BIDDING OF THE PROCUREMENT OF SUPPLY OF LABOR AND MATERIALS FOR THE PREVENTIVE MAINTENANCE OF VARIOUS PACKAGED-TYPE CENTRALIZED AIRCON UNITS AT THE NDC AND I&I BUILDING

1. The *National Development Company*, through the *Approved NDC Corporate Operating Budget for the year 2022* intends to apply the sum of the following:

NO.	PARTICULARS	ABC
LOT NO. 1 - I&I BUILDING		
MR22-04-050	Supply of labor, tools, materials and equipment for the preventive maintenance of the Direct Expansion (Packaged) Type Air Handling Units (AHU) with Air Cooled Condenser Units (ACCU)	₱ 160,000.00
LOT NO. 2 – NDC BUILDING		
MR22-04-051	Supply of Labor and Materials for the Preventive Maintenance of Various Packaged-Type Centralized Aircon Units	637,184.00
	<i>Total ABC</i>	₱ 797,184.00

being the Approved Budget for the Contract (ABC) to payments under the contract for the Supply of Labor and Materials for the Preventive Maintenance of Various Packaged-Type Centralized Aircon Units at the NDC and Investment and Industry Building / Project Reference No. MR22-04-050 & MR22-04-051. The prospective bidder may bid for one (1), some, or all lots. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The *National Development Company* now invites bids for the above Procurement Project. Delivery of the Goods is required within *fifteen (15) to ninety (90) calendar days*. Bidders should have completed, within *the last five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country

the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from *NDC Bids and Awards Committee (BAC) Secretariat* and inspect the Bidding Documents at the address given below during *office hours between 9:00 am to 4:00 pm from May 5 to June 14, 2022 and 8:00 to 9:00 am of June 15, 2022.*

*7th Floor, NDC Building
116 Tordesillas St., Salcedo Village
Makati City*

5. A complete set of Bidding Documents may be acquired by interested Bidders following the same schedule for the inspection of Bidding Documents from the stated address and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **One Thousand Pesos (₱1,000.00)** to the NDC Cashier located at the 7th floor, NDC Building. The method of payment will be cash.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the NDC, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The NDC will hold a Pre-Bid Conference on *June 3, 2022, 10:00 am, via zoom*, which shall be open to prospective bidders. The meeting link will be provided on or before the scheduled pre-bid conference.
7. Bids must be duly received by the BAC Secretariat through manual submission at the 7th Floor NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City on or before 10:00 am on June 15, 2022 (7th Floor, NDC Clock). Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be at 11:00 am on June 15, 2022 at the ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City. Bids will be opened in the presence of the bidders' representatives via zoom. Zoom link will be sent to bidders' representative prior to the opening of bid. Late bids shall not be accepted. After the Bid Opening, a detailed evaluation of the financial component of the eligible bid/s shall be conducted to determine the Single or Lowest Calculated Bid (SCB or LCB). Only the bidder with the SCB or LCB shall be notified to submit post-qualification documents within five (5) calendar days from receipt of the notice from the NDC BAC.
10. **All prospective bidders shall also submit scanned copy (in usb), in pdf format and password protected all the copies of their submitted documents (Eligibility, Technical and Financial) for file sharing to BAC members online. Submitted scanned copies of the documents must be identical to the submitted hard copies. Discrepancy to the**

submitted pdf copies and hard copies might lead to disqualification. Password will be disclosed by the bidder during the eligibility check and opening of bids.

11. The *NDC* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

MR. JOHNIEREY A. CUETO

Head, BAC Secretariat

National Development Company

7th Floor, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City

Tel. Nos.: (02) 8840-4838 to 47 local 232 Fax No.: (02) 8840-4862

E-mail Address: jacueto@ndc.gov.ph NDC website: www.ndc.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: *www.ndc.gov.ph*

May 5, 2022

AGM SATURNINO H. MEJIA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *National Development Company* wishes to receive Bids for the *Supply of Labor and Materials for the Preventive Maintenance of Various Packaged-Type Centralized Aircon Units at the NDC and Investment and Industry Building* under a Framework Agreement, with identification number *MR22-04-050 & MR22-04-051*.

The Procurement Project (referred to herein as “Project”) is composed of 2 lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Approved NDC Corporate Operating Budget for the Year 2022* in the amount of *Seven Hundred Ninety-Seven Thousand and One Hundred Eighty-Four Pesos (₱ 797,184.00)*.

2.2. The source of funding is:

GOCC and GFIs, the proposed Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at the ABB Hall, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *the last five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *October 13, 2022 (120 calendar days)*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the

BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items, which shall be awarded as separate contracts per item.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.0	<p>The Procuring Entity, National Development Company wishes to receive Bids for the Supply of Labor and Materials for the Preventive Maintenance of Various Packaged-Type Centralized Aircon Units at the NDC and Investment and Industry Building, with reference number MR22-04-050 & MR22-04-051.</p> <p>The prospective bidders may bid for one (1), some or all lot/s.</p>
2.1	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the Approved NDC Corporate Operating Budget for the Year 2022 in the amount of Seven Hundred Ninety-Seven Thousand and One Hundred Eighty-Four Pesos (₱ 797,184.00).</p>
4.0	No further instructions.
5.1	No further instructions.
5.2	None of the circumstance mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2.(a)(ii), may not participate in this Project.
5.3	<p>The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC for each lot to be bid.</p> <p>For this purpose, contracts similar to the Project shall be:</p> <p style="padding-left: 40px;">a. Preventive Maintenance of Air-conditioning Units and/or Repair and Maintenance of Air-conditioning Units.</p> <p style="padding-left: 40px;">b. Completed within the last 5 years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed.</i>
8.0	The Procuring Entity will hold a pre-bid conference for this Project on June 3, 2022, 10:00 am at the ABB Hall, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City and/or through videoconferencing/webcasting.
9.0	<p>The Procuring Entity's address is:</p> <p>NDC Building, 116 Tordesillas St. Salcedo Village, Makati City</p> <p>The name of contact person is: MR. JOHNIEREY A. CUETO Head, BAC Secretariat National Development Company Tel. Nos.: (02) 8840-4838 to 47 local 232 Fax No.: (02) 8840-4862</p>

	<p>E-mail Address: jacueto@ndc.gov.ph NDC website: www.ndc.gov.ph</p>
10.2	<p>Statement of All On-Going Government and Private Contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p> <p>Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid, within the past five (5) years prior to the date of submission and receipt of bids, the value of which must be equivalent to at least fifty percent (50%) of the ABC of each lot to be bid.</p> <p>The Bidder shall attach certified true copy of <u>Certificate of Satisfactory Completion</u> or <u>Official Receipt of Final Payment</u> issued by the client for the SLCC listed in the Statement of SLCC.</p>
11.1	<p>Include detailed computation of bid using format in Section VIII (Checklist of Technical and Financial Documents) for the Supply and Delivery of Various IT Equipment for the National Development Company (NDC).</p> <p>Bidders must also provide a soft copy of the Detailed Financial Bid in Microsoft Excel format showing the formula used in the computation of the costs. USB containing the soft copy of the detailed financial bid should be enclosed in the Financial Component Envelope.</p>
12.1(a)(iv)	No incidental services are required.
12.1(b)	Not applicable.
13.1	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
13.2(b)	Not applicable.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <i>Fifteen Thousand Nine Hundred Forty-Three Thousand and 68/100 (₱ 15,943.68) two percent (2%) of ABC</i>, of the lot to be bid if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>Thirty-nine Thousand Eight Hundred Fifty-Nine and 20/100 (₱ 39,859.20) five percent (5%) of ABC, of the lot to be bid</i>, if bid security is in Surety Bond.
14.2	The bid security shall be valid until October 13, 2022.
15.0	Each bidder shall submit in one envelop the following: a) one (1) Original or Certified True Copy, b) two (2) copies of the first and second components of its bid and c) USB containing the PDF copy, password protected, of the Original Documents.

	<p>The original copy of the documents which cannot be submitted should be stamped and signed as “Certified True Copy of the Original” by the duly authorized representative of the bidder.</p> <p>An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.</p>
16.1	<p>The address for submission of bids is: The Bids and Awards Committee 7th Floor, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City.</p> <p>The deadline for submission of bids is <u>10:00 am on June 15, 2022</u> (7th Floor NDC Clock).</p>
17.1	<p>The place of bid opening is ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City and will be attended by bidders via zoom</p> <p>The date and time of bid opening is <u>11:00 am on June 15, 2022</u>.</p> <p>Bids will be opened in the presence of the bidders’ representatives via zoom. Zoom link will be sent to bidders’ representative prior to the opening of bid. Late bids shall not be accepted. After the Bid Opening, a detailed evaluation of the financial component of the eligible bid/s shall be conducted to determine the Single or Lowest Calculated Bid (SCB or LCB). Only the bidder with the SCB or LCB shall be notified to submit post-qualification documents within five (5) calendar days from receipt of the notice from the NDC BAC.</p>
18.0	No further instructions.
19.2	Partial bid is allowed. The goods are per unit basis and not grouped in a single lot for the purpose of bidding, evaluation, and contract award.
19.3	<p>The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:</p> <p style="text-align: center;">NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.</p> <p>The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.</p> <p>For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their Audited Financial Statements prepared in accordance with international financial reporting standards.</p> <p>If the prospective bidder opts to submit a committed Line of Credit from Universal or Commercial Bank, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.</p>

19.5	<p>The Bidder shall submit any of the following:</p> <ol style="list-style-type: none"> 1. NFCC computation in accordance with ITB Clause 5.5 and 2021 Audited Financial Statements, showing, among others, the bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions; or 2. A committed Line of Credit from a Universal or Commercial Bank which must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.
20.2	<p>A. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:</p> <ol style="list-style-type: none"> 1. Documents listed in “Annex A” of the Certificate of PhilGEPs registration; 2. Latest Income and business tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (eFPS) - within the last six (6) months preceding the date of bid submission; and 3. An Undertaking duly signed by an authorized representative and notarized, stating to submit the appropriate licenses and permits as required by law. <p>B. Certified True Copy signed by the BIR with documentary stamps of Item A.2. above to be submitted within seven (7) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB.</p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.</p>
21.1	No additional requirement.

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Joyce Anne N. Alimon, <i>Department Manager for NDC and Atty. Geneflor L. Santiago-Lumbang, Asst. General Manager for the I&I Bldg.</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>three (3) times the warranty period.</i></p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within thirty 30 days of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	No further instructions.
3.0	No further instructions.
4.0	No further instructions.
5.1	Not applicable
5.2	The period for correction of defects in the warranty period is within 24 hours upon receipt of notice from NDC.
6.0	<i>If the Supplier is a joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”</i>

Section VI. Schedule of Requirements

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	MR22-04-050 – I&I Bldg. Supply of labor, tools, materials and equipment for the preventive maintenance of the Direct Expansion (Packaged) Type Air Handling Units (AHU) with Air Cooled Condenser Units (ACCU)	1 lot	₱ 160,000.00	Quarterly Preventive Maintenance for One (1) Year
	MR22-04-051 – NDC Supply of Labor and Materials for the Preventive Maintenance of Various Packaged-Type Centralized Aircon Units	1 lot	637,184.00	Quarterly Preventive Maintenance for One (1) Year

SCOPE OF WORK:

Item	Description/Label	Qty
LOT 1 - MR22-04-050 Location: Fifth (5 th) Floor I&I Bldg.		
1. 20 TR Direct Expansion (Packaged) Type AHU with ACCU, R410A, 230V/3ph/60Hz	Brand: INTERKLIMA Indoor Model: CAII-MKW2-180L Serial 1703K0012 Indoor Model: CAII-MKW2-150L Serial 1703K0018	1 System
2. 25TR Direct Expansion (Packaged) type AHU with ACCU, R410A, 230V/3ph/60Hz	Outdoor Model: CRAS-15ACU Serial 1703K0013/14 Outdoor Model: CRAS-20 Serial 1703K0019	1 System

Item	Description/Label	Qty
LOT 2 – MR22-04-051 Location: GF, 2F, 5F, 6F, 7F, 8F, 9F & 12F NDC Bldg.		
Ground Floor Tenant	TR Packaged-Type Centralized Aircon	20
Ground Floor Lobby	TR Aircon Ceiling Suspended	2
Ground Floor Lobby	Aircon Curtain Unit	4
2F, 5F, 6F, 7F, 8F, 9F & 12F	TR Packaged-Type Centralized Aircon	20/floor

- A. On-call service check-up
- B. Quarterly Maintenance
 1. Check-up refrigerant and oil charge. Check for leaks and recommend corrective measures. (Repair of leaks will be covered by a separated proposal). Add refrigerant and oil as necessary. (Refrigerant and oil are to be supplied by the owner)
 2. Log the following pressure, temperature and room condition readings:
 - a. Suction pressure
 - b. Discharge pressure
 - c. Oil pressure (if applicable)
 - d. Voltage rating
 - e. Current draw (all motorized parts)
 - f. Room humidity reading (if applicable)
 - g. Room temperature reading
 - h. Air pressure differential switch (if applicable)
 3. Check safety-cutouts. Adjustment of control setting as required.
 4. Tighten loose nuts, bolts and screws.
 5. Check operating and safety controls. Records settings.
 6. Check operating log of temperature, pressure, voltages and amperages.
 7. Check operation of control circuits.
 8. Check operation of the lubrication system.
 9. Check the operation of the motor and starter.
 10. Check condenser fans for proper operation.
 11. Check reheat system (if applicable).
 12. Check filter condition and recommend replacement if required.
 13. Check operation of all on-off switches.
 14. Check belts and pulleys for wear and alignment, recommendation replacement if required.
 15. Check fan and motor bearings.
 16. Check drains and ensure that they are clear.
 17. Check and isolate switchgear and controls and inspect contractors, relay, etc. for signs of overheating or icing.
 18. Check conditions of heating elements.
 19. Check conditions of evaporator and condenser coils.
 20. Record operating conditions.
 21. Check unit thoroughly for refrigerant leak (leak repair if any, will be quoted separately).
 22. Test differential pressure switch for proper operation.
 23. Check the condition of control contacts for wear pitting and corrosion.
 24. Check monitoring integrity of all safety and temperature monitoring controls.
 25. Check conditions of humidifier-boiler electrodes.
 26. Check main starter overloads and their setting. Tighten all starter terminals and check contacts for wear.
 27. Tighten motor terminals and control panel terminals.
 28. Tighten all heater leads and record amperages (if applicable).
 29. Inspect outside coils for dirt and brush clean condenser coils as required.
 30. Check condenser fans for proper clearance.
 31. Check condenser fan motors for improper shaft alignment, abnormal endplay, vibration and noise.
 32. Check and review the owners log with the operator.

- 33. Provide a written report of work completed and indicate all detected deficiencies.
- C. Provide schedule of maintenance program list of all major and minor parts/motors for replacement base on its useful life.
- D. Submission of preventive checklist report, recommendation (if any) and photos for every quarterly maintenance performed.
- E. Other Terms
 - 1. The contractor shall be held liable for any damages incurred during commencement of works.
 - 2. It is the responsibility of the contractor to oversee the works and other circumstances that may be affected by the nature of the works.
 - 3. The contractor shall maintain the cleanliness of the job site surroundings after undertaking the works.
 - 4. The contractor shall provide all necessary accessories, usage of tools and equipment to complete the work.

I hereby agree to comply and deliver, within the period specified, all the above requirements upon receipt of Notice to Proceed from the NDC.

Name of Company/Bidder	Signature over Printed Name of Bidder	Date
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Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
	<p>QUARTERLY PREVENTIVE MAINTENANCE OF VARIOUS PACKAGED-TYPE AIRCON UNITS FOR ONE (1) YEAR</p>	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
	<p>Supply of labor, tools, materials and equipment for the preventive maintenance of the Direct Expansion (Packaged) Type Air Handling Units (AHU) with Air Cooled Condenser Units (ACCU)</p> <p>Supply of Labor and Materials for the Preventive Maintenance of Various Packaged-Type Centralized Aircon Units</p>	

	Terms of Payment: Quarterly Payment upon completion of Preventive Maintenance and submission of necessary reports and invoice.	
C.	Delivery Period: Quarterly Preventive Maintenance for One (1) Year	
D.	Contract Cost: Seven Hundred Ninety-Seven Thousand and One Hundred Eighty-Four Pesos (₱ 797,184) Inclusive of applicable taxes	

Note: Under Section VII. Technical Specifications, the Bidders shall not only state its Statements of “Comply” or “Not Comply,” but also provide corresponding supporting evidence in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate.

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
Or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
And
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
And
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
 (n) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
(p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

III. USB COPY IN PDF FORMAT AND PASSWORD PROTECTED OF ALL THE DOCUMENTS SUBMITTED ENCLOSED INSIDE ENVELOPE

This checklist serves only as a guide to the bidders. It is still the responsibility of each bidder to make sure it complies with the requirements.

Bidding Forms

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Bid Form

Date: _____
Invitation to Bid¹ N°: _____

The Chairperson
Bids and Awards Committee
National Development Company

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *Supply of Labor and Materials for the Preventive Maintenance of Various Packaged-Type Centralized Aircon Units at the NDC and Investment and Industry Building, with reference number MR22-04-050 & MR22-04-051* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in BDS provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 10 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

¹ If ADB, JICA and WB funded projects, use IFB.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Detailed Financial Bid for the Supply of Labor and Materials for the Preventive Maintenance of Various Packaged-Type Centralized Aircon Units at the NDC and Investment and Industry Building, with reference number MR22-04-050 & MR22-04-051.

NO.	PARTICULARS	ABC	BID AMOUNT
LOT NO. 1 - I&I BUILDING (MR22-04-050)			
	Supply of labor, tools, materials and equipment for the preventive maintenance of the Direct Expansion (Packaged) Type Air Handling Units (AHU) with Air Cooled Condenser Units (ACCU)	₱ 160,000.00	
LOT NO. 2 – NDC BUILDING (MR22-04-051)			
	Supply of Labor and Materials for the Preventive Maintenance of Various Packaged-Type Centralized Aircon Units	₱ 637,184.00	
TOTAL BID AMOUNT (INCLUSIVE OF ALL APPLICABLE TAXES)			

Note: Bidders should put a “0” (zero) or “-“(dash) for any item without bid amount, except those required by law or regulations to be provided for.

TOTAL : _____ (₱ _____)

(AMOUNT IN WORDS)

Submitted by:

(Company Name)

(Name and Signature of Bidder / Authorized Representative)

(Designation)

(Date)

**CONTRACT FOR SUPPLY OF LABOR AND MATERIALS FOR THE
PREVENTIVE MAINTENANCE OF VARIOUS PACKAGED-TYPE CENTRALIZED
AIRCON UNITS AT THE NDC AND I&I BUILDING**

SO THE PUBLIC MAY KNOW:

This Contract for Supply of Labor and Materials for the preventive maintenance of various Packaged-Typed Centralized Aircon Units at the NDC Building made and entered into at Makati City, Philippines, this _____ day of _____ 2022, by and between:

NATIONAL DEVELOPMENT COMPANY (NDC), a government-owned and controlled corporation, existing pursuant to Presidential Decree No. 1648, as amended, with principal office at NDC Building, 116 Tordesillas St., Salcedo Village, Makati City, represented herein by its _____, _____, whose authority is shown by the attached Secretary's Certificate as Annex "A" referred to as "**NDC**"

- and -

_____, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at _____, duly represented herein by its _____, _____, whose authority is shown by the attached Secretary's Certificate as Annex "B" hereinafter referred to as the "**CONTRACTOR**";

Both together hereunder called the "PARTIES".

ANTECEDENTS:

NDC needs to procure the services of a contractor for the Supply of Labor and Materials for the preventive maintenance of various Packaged-Typed Centralized Aircon Units at the NDC Building.

On _____ to _____, 2022, in compliance with the Government Procurement Act, R.A. 9184, NDC posted an Invitation to Bid (ITB) for the Procurement of Supply of Labor and Materials for the preventive maintenance of various Packaged-Typed Centralized Aircon Units at the NDC Building, Project Reference No. MR22-04-050 & MR22-04-051, in the Philippine Government Electronic Procurement System (PhilGEPS), NDC website, and on conspicuous places at the premises of the NDC Building.

In response to the said advertisements, _____ their bids, namely:

1. _____
2. _____
3. _____

After due evaluation of the bids submitted by the participating bidders, all bidders met the eligibility requirements and passed the preliminary examination of bids held on _____, 2022.

After detailed evaluation and comparison of the bids submitted by all bidders, the result are as follows:

Name Of Bidder	Bid Amount Total Bid (in Php)	Total Bid (as Calculated)	Rank
1.			Lowest Calculated Bid
2.			2 nd
3.			3 rd

The NDC TWG proceeded with the conduct of post-qualification of _____, the Lowest Calculated Bid on _____.

After post evaluation and qualification conducted by the TWG of the NDC BAC, _____ was found to have submitted a complying and responsive bid, thus the NDC BAC accepted _____'s bid of < _____ > (₱ _____) inclusive of VAT, for the Supply of Labor and Materials for the preventive maintenance of various Packaged-Typed Centralized Aircon Units at the NDC Building.

The following documents are attached and made integral parts of this Contract, to wit:

- (a) the Bid Form and the Detailed Financial Bid submitted by the Bidder (Annex "C");
- (b) the Schedule of Requirements (Annex "D");
- (c) the Technical Specifications (Annex "E");
- (d) the General Conditions of the Contract (Annex "F");
- (e) the Special Conditions of the Contract (Annex "G");
- (f) the Supplemental Bid Bulletin No. 1 and 2 (Annex "H");
- (g) the Notice of Award (Annex "I");
- (h) the Performance Security (Annex "J");
- (i) the Notice to Proceed (Annex "K").

ACCORDINGLY, for and in consideration of the foregoing premises and the provisions of the abovementioned documents, Annex "C" to "K", hereof, the parties hereby agree as follows:

ARTICLE I
Consideration

NDC shall pay the CONTRACTOR the total amount of < _____ > (₱ _____), inclusive of VAT and other applicable taxes as full payment for the Supply of Labor and Materials for the preventive maintenance of various Packaged-Typed Centralized Aircon Units at the NDC Building.

ARTICLE II
Term of Contract

This contract shall be effective for a period of one (1) year commencing on the period specified in the Notice to Proceed or until the contractor has completed the scope of work as defined in Article III hereof, unless sooner terminated in accordance with the provisions herein stipulated or other causes provided for by applicable laws. Failure by the contractor to complete the scope of work within the period specified shall warrant the imposition of a penalty of 1/10th of 1% of the consideration specified in Article I hereof for every day of delay until fully completed.

ARTICLE III
SCOPE OF WORK

The Project for the Supply of Labor and Materials for the preventive maintenance of various Packaged-Typed Centralized Aircon Units at the NDC Building to be supplied by the Contractor shall be as specified in the Schedule of Requirements and Technical Specifications of the Bidding Documents hereto attached as Annexes "D" and "E."

ARTICLE IV
Termination

NDC may terminate this CONTRACT at any time before its expiration as provided for in Article II under any or all of the following circumstances, to wit:

Violation by the CONTRACTOR of any of the provisions of this CONTRACT;

Fraud, falsification, or misrepresentation in any of the documents submitted by the CONTRACTOR for the eligibility check and evaluation;

Fraud, falsification, or misrepresentation in the Billings/Statements of Account which the CONTRACTOR submits to NDC.

ARTICLE V
Special Provisions

1. No employer-employee relationship shall exist between NDC and the CONTRACTOR'S personnel. NDC shall be free from any claims by the CONTRACTOR'S personnel as regards their employment, the same being the responsibility of the CONTRACTOR as the employer. In case of suit where NDC is impleaded as an indirect employer, the CONTRACTOR shall defend and protect NDC's interest. Any legal fees and expenses that may be incurred by NDC as a consequence of such claims shall be for the account of the CONTRACTOR.

2. No adjustment in the contract price shall be allowed during the term of this CONTRACT except in cases where the cost of the awarded CONTRACT is affected by applicable new law, ordinance, regulation, or other act a Government promulgated after the bidding. In which case, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis to the CONTRACTOR pursuant to Sec. 61 of the Implementing Rules and Regulations of RA 9184.

3. The parties shall promptly discuss and strive for an amicable resolution of any issue or dispute that may arise from this Contract.

All actions and controversies that may arise from the Contract including but not limited to demands for specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as but not limited to mutual discussion. Should dispute remain unresolved by the end of the aforementioned period, the dispute shall be settled in accordance with the applicable provisions of Republic Act No. 9285 or the Alternative Dispute Resolution Act of 2004.

Whenever necessary to promote Arbitration or to seek judicial relief, NDC and the CONTRACTOR agree that any legal action, suit, or proceeding arising out of or relating to the Contract shall be instituted in any competent court in Makati City, to the exclusion of other courts of equal jurisdiction.

In the event that NDC is compelled to commence arbitration or to seek judicial relief to enforce the provisions of this Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the arbitration or judicial action, whichever is higher, aside from the costs of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.

4. The CONTRACTOR shall be liable for the following:

- a. Any and all damages, losses, liabilities, obligations, and claims, monetary or otherwise, that may result, arise, and accrue from the performance of the Contracted Services or any violation by the CONTRACTOR of its warranties, guarantees, and undertakings and the terms and condition of this Contract;
- b. Any and all damages, losses, liabilities, obligations, and claims, monetary or otherwise, for any accident or loss of life or injury to third persons or their property arising from, on the occasion of, or in connection with the performance by the CONTRACTOR of any of its obligation under this Contract due to the act, omission, fault or negligence of the CONTRACTOR or any of its personnel.

5. The CONTRACTOR shall hold NDC free and harmless from any liability for the foregoing damages, losses, obligations, and claims; provided, that if NDC shall be charged and be held liable, therefore, the CONTRACTOR shall defend NDC before any agency, office, tribunal or court, and shall assume such liability principally and directly for the benefit of NDC. If for any reason, NDC is made to pay such damages, losses, obligations, and claims, the CONTRACTOR shall reimburse NDC for any and all payments that it may make, as well as expenses and costs, including but not limited to litigation expenses and legal fees, that it may

be incurred by NDC in connection therewith. NDC may, at its sole option, and without prejudice to other remedies, deduct all such payments from any amount that may be due to the CONTRACTOR hereunder until they shall have paid in full.

6. Should any of the terms and conditions or any part or clause of this Contract be declared void or unenforceable by the competent authority, the same shall not invalidate the other terms and conditions, parts, or clauses of this Contract, which shall continue to be in full force effect.

7. This Contract shall be deemed to be made under the, and shall be governed by, the laws of the Republic of the Philippines in all respect, including matters of construction, validity, and performance.

8. As required under Executive Order (EO) 398, CONTRACTOR shall submit income and business tax returns duly stamped "received" by the Bureau of Internal (BIR), before entering and during the duration of this Contract. The CONTRACTOR, through its responsible officer, shall also certify under oath that is free and clear of all tax liabilities to the government. The CONTRACTOR shall pay taxes in full and on time and that failure to do so will entitle NDC to suspend or terminate this Contract.

ARTICLE VI **Provision on Data Privacy**

The PARTIES herein shall abide by the restrictions and requirements of R.A. No. 10173 or the Data Privacy Act of 2012 and any other applicable laws, rules or regulations on acquiring and/or processing any information that may be required in the course of, or as a result of, this contract.

In the event either the Party encounters a breach of personal or sensitive personal information which it acquired due to this contract, said Party shall immediately notify the other Party of the same. The CONTRACTOR and NDC, reserve their rights to apply security measures to minimize the impact of the breach and report the same to the National Privacy Commission (NPC) for appropriate action.

ARTICLE VII **Non-Waiver of Rights**

The failure of NDC to insist upon the strict compliance by the SERVICE PROVIDER with any of the terms, conditions, and covenants of this CONTRACT shall not be deemed a relinquishment or waiver of any rights or remedy that NDC may exercise, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions, and covenants hereof which shall continue to remain in full force and effect. No waiver by NDC of any of its rights hereunder shall be deemed to have been made unless expressed in writing and signed by NDC through its duly authorized agents.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this _____ day of _____ 2022 at Makati City.

**NATIONAL DEVELOPMENT
COMPANY**

By:

By:

(Designation)

(Designation)

SIGNED IN THE PRESENCE OF:

FUNDS AVAILABLE

JOHNIEREY A. CUETO

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Makati) S.S.

BEFORE ME, a Notary Public for and in the City of Makati, this _____ day of
_____ 2022, personally appeared the following:

NAME

GOVERNMENT ID

VALIDITY

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free act and deed, as well as the free and voluntary act of the corporations which they represent.

This foregoing instrument is a Contract for Supply of Labor and Materials for the preventive maintenance of various Packaged-Typed Centralized Aircon Units at the NDC Building, consisting of seven (7) pages including this page on which this acknowledgment is written, signed by the parties, and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written.

WITNESS MY HAND AND SEAL on this _____ day of _____, 2022.

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2022.

Contract Agreement Form for the Procurement of Goods

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 2022 between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract

execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

1. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
2. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Procuring Entity]

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]
for:
[Insert Name of Supplier]

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Omnibus Sworn Statement

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable:)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working

Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 2 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID-SECURING DECLARATION

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

x-----x

BID SECURING DECLARATION Invitation to Bid: *[Insert Reference number]*

To: *[Insert name and address of the Procuring Entity]*

I/We², the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

² Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

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PERFORMANCE SECURING DECLARATION

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

X-----X

PERFORMANCE SECURING DECLARATION

Invitation to Bid: *[Insert Reference Number indicated in the Bidding Documents]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

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**Statement of All Ongoing Government and Private Contracts Including
Contracts Awarded But Not Yet Started, If Any, Whether Similar or Not
Similar in Nature and Complexity to the Contract to be Bid**

Business Name : _____

Business Address : _____

Name of the Contract	a. Owner's Name b. Address c. Telephone Nos.	Kinds of Goods	Amount of Contract and Value of Outstanding Contract	a. Date of Contract b. Duration of the Contract c. Expected Date of Completion
Ongoing				
Contracts Awarded But Not Yet Started				

Note: Use additional sheets if necessary.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Statement of Single Largest Completed Contract (SLCC)

(Similar to the contract to be bid, within the past five (5) years prior to the date of submission and receipt of bids, the value of which must be at least fifty percent (50%) of the ABC)

Business Name : _____

Business Address : _____

Name of the Contract	a. Owner's Name b. Address c. Telephone Nos.	Kinds of Goods	Amount of Completed Contract	a. Date of Contract b. Duration of the Contract c. Date of Contract Completion	Certificate of Completion issued by the client or official receipt(s) for the SLCC

Note: Attach certified true copy of Certificate of Completion issued by the client or official receipt(s) for the SLCC.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

